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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRAD MERKEL, DIRECTOR OF PUBLIC WORKS  
CHRIS LEMKE, PUBLIC UTILITIES FOREPERSON  
**SUBJECT:** RESOLUTION: AUTHORIZING A CONSTRUCTION  
ENGINEERING SERVICES AGREEMENT WITH EEI FOR  
CENTRAL FAY'S LANE AND CREEK CROSSING WATERMAIN  
IMPROVEMENTS  
**AGENDA:** FEBRUARY 21, 2023 REGULAR BOARD MEETING  
**DATE:** JANUARY 18, 2023

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**ISSUE**

Should the Village authorize a Construction Engineering Services Agreement with EEI for the Central Fay's Lane and Creek Crossing Watermain Improvements.

**DISCUSSION**

At the September 20, 2022 Board meeting the Village Board approved the design engineering contract with EEI for the Central Fay's Lane and Creek Crossing Watermain Improvements. The design engineering has been completed and the project was awarded at the January 17, 2023 Board Meeting. A construction engineering services agreement is needed. Staff has worked with EEI to develop an estimated cost of \$124,200.00 for construction engineering services.

**COST**

The proposed cost for Engineering Enterprises, Inc. to complete the construction engineering services for the Central Fay's Lane and Creek Crossing Watermain Improvements is \$124,200.00 The FYE 24 Water Capital Budget, account number 51-71-6303: Engineering will include \$124,200.00 for the Construction Engineering Services.

**RECOMMENDATION**

The Village Board approves Resolution **20230221PW1** authorizing an agreement with Engineering Enterprises, Inc. for the Construction Engineering Services for the Central Fay's Lane and Creek Crossing Watermain Improvements.



RESOLUTION NO. 20230221PW1

**VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
ENGINEERING ENTERPRISES FOR THE CENTRAL FAY'S LAND AND  
CREEK CROSSING WATER MAIN REPLACEMENT IMPROVEMENTS  
CONSTRUCTION ENGINEERING ENGINEERING.**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Engineering Enterprises for the Central Fay's Lane and Creek Crossing Water Main Replacement Improvements Construction Engineering, and to execute the attached agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 21st day of February, 2023.

\_\_\_\_\_  
Jennifer Konen, President of the Board  
of Trustees of the Village of Sugar Grove,  
Kane County, Illinois

ATTEST: \_\_\_\_\_  
Alison Murphy, Clerk  
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
President Jennifer Konen	_____	_____	_____	_____





# Engineering Enterprises, Inc.

January 11, 2023

Mr. Anthony Speciale  
Director of Public Works  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, IL 60554

**Re: Professional Construction Engineering Services for  
Central Fay's Lane and Creek Crossing Water Main Improvements - Construction  
Village of Sugar Grove, Kane County, IL**

Dear Mr. Speciale:

Please find our contract for professional construction engineering services for the above referenced project. We have attached a copy of the contract and supporting documentation for your review and execution.

To summarize, the proposed construction engineering services to complete this work are proposed to be provided in a total estimated amount not to exceed \$124,200.00, which includes:

- Construction Engineering Services in the amount of \$115,200.00 (Hourly)
- Additional Design Services in the amount of \$9,000.00 (Actual Cost)

Thank you for this opportunity to submit this Agreement. We look forward to continuing our close working relationship with the Village. If you have any questions, please do not hesitate to call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink that reads 'Michele L. Piotrowski'.

Michele L. Piotrowski, P.E., LEED AP  
Senior Project Manager / Principal

MLP  
Enclosure

pc: Mr. Walter Magdziarz, Community Development Director  
Mr. Brad Merkel, Deputy Director of Public Works  
JWF, DMT, ARS, TGH - EEI

**Agreement for Professional Services**  
***Dugan Woods Water Main Replacement***  
***Improvements - Construction***

THIS AGREEMENT, by and between the *Village of Sugar Grove*, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

**C. Compensation and maximum amounts due to Contractor:**

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Fee Summary included in Attachment C.1 along with the Estimate of Level of Effort and Associated Cost included in Attachment C.2. Construction Engineering for the Dugan Woods Water Main Replacement Improvements will be paid on an hourly and/or actual basis in a total estimated amount not to exceed \$124,200.00 which includes:

- Construction Engineering in the amount of \$115,200.00 (Hourly)
- Additional Design Services in the amount of \$9,000.00 (Actual Costs)

All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

#### **E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

#### **F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

#### **G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

#### **H. Certifications:**

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with

requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:   x   United States Citizen        Resident Alien        Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one):        Individual        Real Estate Agent        Sole Proprietorship        Government Entity        Partnership        Tax Exempt Organization (IRC 501(a) only)   x   Corporation        Not for Profit Corporation        Trust or Estate        Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

*The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)*

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:



*Attachment A: Standard Terms and Conditions*

*Attachment B: Scope of Services*

*Attachment B.1: Project Location*

*Attachment B.2: Schedule*

*Attachment C.1: Fee Summary*

*Attachment C.2: Estimated Level of Effort and Associated Cost*

*Attachment D: 2023 Standard Schedule of Charges*

**L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

Village Manager and Village Clerk  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, IL 60554

For the Contractor:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2023.

Village of Sugar Grove

Engineering Enterprises, Inc.:



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Jennifer Konen  
Village President

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Michele L. Piotrowski, PE, LEED AP  
Senior Project Manager / Principal



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Alison Murphy  
Village Clerk

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Angie R. Smith  
Executive Assistant/ Marketing Coordinator

## **ATTACHMENT A:**

### **STANDARD TERMS AND CONDITIONS**

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter “Agreement”), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER’S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor’s failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER’S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER’S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER’S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective

officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other

party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**ATTACHMENT B**  
**SCOPE OF SERVICES**  
**CENTRAL FAY'S LANE AND CREEK CROSSING WATER MAIN**  
**IMPROVEMENTS - CONTRACT AREA 1 CONSTRUCTION**  
Village of Sugar Grove, Kane Co., IL

The Village of Sugar Grove intends to replace approximately 2,100 feet of water main in the Dugan Woods Subdivision (Contract Area 1) as shown on Exhibit B.1. The proposed work items for this project are as follows:

**CONSTRUCTION ENGINEERING**

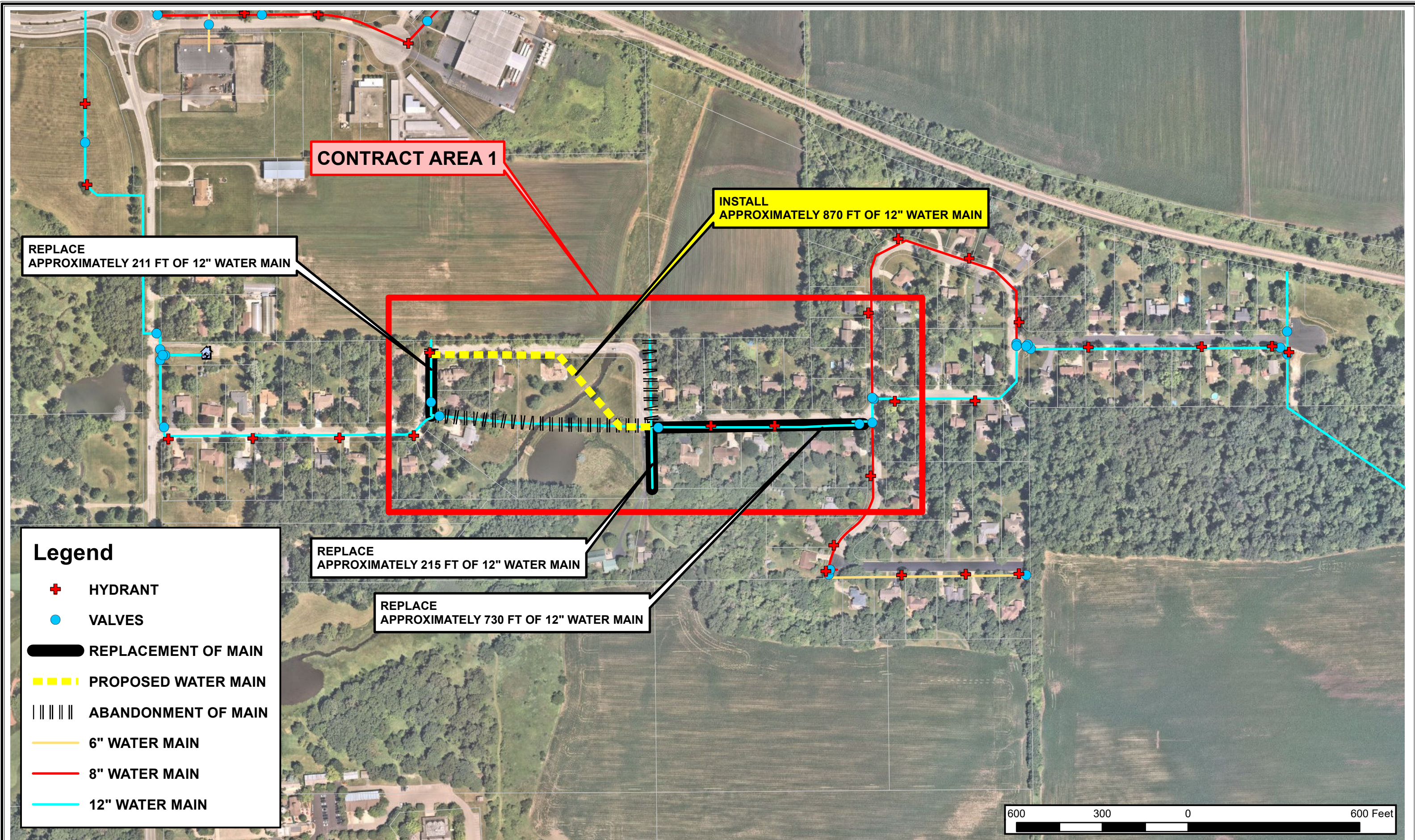
- 3.1 Construction Administration
  - Project Management
  - Prepare for, Attend, and Facilitate the Preconstruction Meeting Including Preparation of Meeting Minutes
  - Material Submittal Review
  - Resident Notifications (Maximum of 2)
  - Prepare Pay Estimates (3 each)
  - Project Closeout
- 3.2 Construction Staking and Layout
  - Construction Layout for Watermain Improvements and Associated Structures
  - Construction Layout of Removal Limits for PCC and HMA Items
- 3.3 Construction Observation (9 weeks @ 45 hrs/week)
  - Quantity Tracking, Documentation and Daily Field Reports (E-Mail and Salesforce)
  - On-Site Meetings with Village as needed
- 3.4 Maintenance and Monitoring Coordination for Wetland Restoration
- 3.5 Punchlist Coordination with Contractor
- 3.6 Record Drawings

The following scope of services will be provided by EEI's subconsultant Rubino Engineering:

- Material Testing (Rubino)
  - HMA Nuclear Density Testing
  - PCC Air, Slump, and Compressive Strength Testing

The above scope for "CENTRAL FAY'S LANE AND CREEK CROSSING WATER MAIN IMPROVEMENTS" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.







## ATTACHMENT B.2: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER					
Village of Sugar Grove										SG2106					
PROJECT TITLE										DATE		PREPARED BY			
Central Fay's Lane and Creek Crossing Water Main Improvements										1/11/23		CPD			
TASK NO.	TASK DESCRIPTION														
		2023													
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
Pre-Construction															
	Preconstruction Meeting														
	Resident Notifications														
Construction															
	Construction Begins														
	Substantial Completion														
	Final Completion														
Project Closeout															
	Record Drawings														





**ATTACHMENT C.1 - SUMMARY OF COMPENSATION FOR  
PROFESSIONAL ENGINEERING SERVICES - CONSTRUCTION**

CENTRAL FAY'S LANE AND CREEK CROSSING WATER MAIN IMPROVEMENTS

Village of Sugar Grove, Kane Co., IL

January 11, 2023

PROFESSIONAL ENGINEERING FEES		
PROFESSIONAL SERVICES	FEES	
BILL GROUP 03 - CONSTRUCTION ENGINEERING FEES		
CONSTRUCTION ADMINISTRATION	\$13,070	HR
CONSTRUCTION STAKING AND LAYOUT	\$11,958	HR
CONSTRUCTION OBSERVATION	\$76,225	HR
MAINTENANCE AND MONITORING COORDINATION	\$6,596	HR
PUNCHLIST COORDINATION	\$4,168	HR
RECORD DRAWINGS	\$3,189	HR
CONSTRUCTION ENGINEERING SUBTOTAL (ROUNDED)		\$115,200
ADDITIONAL CONSTRUCTION SERVICES		
05A Materials Testing	\$4,500	AC
05B Vehicle Charges	\$4,500	AC
ADDITIONAL CONSTRUCTION SERVICES SUBTOTAL (ROUNDED)		\$9,000
PROFESSIONAL CONSTRUCTIONENGINEERING FEES TOTAL		\$124,200

G:\Public\SUGARGRO\2021\SG2106-V Dugan Woods Watermain Replacement Improvements\Project Management\PSA\PSA - Contract Area  
1\Construction\Contract Area 1 PSA assembly\7-AttachmentC.1 - fee summary CA1.xls\Summary

**FEES LEGEND:**

HR = HOURLY

FF = FIXED FEE

AC = ACTUAL COST



**ATTACHMENT C.2: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES**

CLIENT				PROJECT NUMBER	
Village of Sugar Grove				SG2106	
PROJECT TITLE				DATE	PREPARED BY
Central Fay's Lane and Creek Crossing Water Main Improvements				1/11/23	CPD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPM	SPS II	SPT I	ADMIN	HOURS	COST
		PERSON	MLP	CPD	JJM						
		RATE	\$239	\$208	\$165	\$231	\$196	\$159	\$70		
CONSTRUCTION ENGINEERING (BG 03)											
3.1	Construction Administration		4	28	36				5	73	\$ 13,070
3.2	Construction Staking and Layout			4	8	8	26	18		64	\$ 11,958
3.3	Construction Observation (9 weeks @ 45 hrs/week)		8	36	405					449	\$ 76,225
3.4	Maintenance and Monitoring Coordination for Wetland Restoration			12	24				2	38	\$ 6,596
3.5	Punchlist Coordination			1	24					25	\$ 4,168
3.6	Record Drawings			1	5		11			17	\$ 3,189
Insert Task Subtotal:			12	82	502	8	37	18	7	666	\$ 115,206
PROJECT TOTAL:			12	82	502	8	37	18	7	666	115,206

**EEL STAFF**

MLP Michele L. Piotrowski, PE, LEED AP  
CPD Curtis P. Dettmann, PE  
JJM John J. Marvig

**DIRECT EXPENSES**

Vehicle Charges = \$ 4,500  
Material Testing = \$ 4,500

**DIRECT EXPENSES = \$ 9,000**

**LABOR SUMMARY**

EEL Labor Expenses = \$ 115,206  
**TOTAL LABOR EXPENSES \$ 115,206**

**TOTAL COSTS \$ 124,206**





# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$244.00
Principal	E-3	\$239.00
Senior Project Manager	E-2	\$231.00
Project Manager	E-1	\$208.00
Senior Project Engineer/Surveyor II	P-6	\$196.00
Senior Project Engineer/Surveyor I	P-5	\$182.00
Project Engineer/Surveyor	P-4	\$165.00
Senior Engineer/Surveyor	P-3	\$152.00
Engineer/Surveyor	P-2	\$138.00
Associate Engineer/Surveyor	P-1	\$124.00
Senior Project Technician II	T-6	\$170.00
Senior Project Technician I	T-5	\$159.00
Project Technician	T-4	\$149.00
Senior Technician	T-3	\$138.00
Technician	T-2	\$124.00
Associate Technician	T-1	\$109.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$112.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

## VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 220.00
Expert Testimony		\$ 276.00